

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

CIVIL ACTION NO:

NEWREZ LLC, F/K/A NEW PENN
FINANCIAL, LLC, D/B/A SHELLPOINT
MORTGAGE SERVICING

PLAINTIFF

v.

BENJAMIN CAMPO, ESQ., SPECIAL
ADMINISTRATOR OF THE ESTATE OF
REBECCA G. ANDERSON AND THOMAS A.
ANDERSON

DEFENDANTS

17 Grandview Street, Lisbon, ME

Mortgage recorded in Androscoggin County Registry of Deed in Book 9335, Page 98

COMPLAINT FOR FORECLOSURE

NOW COMES the Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, by and through its attorneys, Bendett & McHugh, P.C., and complains against the Defendants pursuant to 14 M.R.S. § 6321 et seq., saying further as follows:

JURISDICTION AND VENUE

1. This Court has diversity jurisdiction pursuant 28 U.S.C. § 1332 because the Plaintiff and Defendants are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Any Court of the

United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought under 28 U.S.C. § 2201.

2. Venue is properly exercised pursuant to 28 U.S.C. §1391(b)(2) insofar as all or a substantial portion of the events that give rise to the Plaintiff's claims transpired in Maine and the property is located in Maine.

PARTIES

3. NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, ("Plaintiff") is a corporation incorporated in the State of South Carolina, having a principal place of business at 55 Beattie Place, Suite 110, MS #001, Greenville, South Carolina.
4. Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson ("Defendant") has an address located in Westbrook, County of Cumberland and State of Maine.
5. Thomas A. Anderson ("Defendant") is a resident of Lisbon, County of Androscoggin and State of Maine.

FACTS

6. Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson and Defendant Thomas A. Anderson, are the owners of certain real property located at 17 Grandview Street, Lisbon, Maine (the "Premises") by virtue of a deed from Kelley J. Campana f/k/a Kelley J. Danse and Dennis P. Campana to the late Rebecca G. Anderson and Defendant Thomas A. Anderson, dated March 30, 2016, and recorded in the Androscoggin County Registry of Deeds on April 1, 2016

in Book 9335 at Page 96 and being more particularly described by the attached legal description. *See Exhibit A.*

7. Upon information and belief, Rebecca G. Anderson died on or about January 20, 2017 and Benjamin Campo Esq. was appointed Special Administrator of her Estate by the Androscoggin County Probate Court.
8. On March 30, 2016, the late Rebecca G. Anderson executed and delivered to HomeBridge Financial Services, Inc. a certain promissory note in the original principal amount of \$232,707.00 (the “Note”). *See Exhibit B.*
9. The Plaintiff is entitled to enforce the Note as the Note is endorsed in blank.
10. Plaintiff certifies that the owner of the Note is NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing.
11. To secure said Note, in the amount of \$232,707.00, the late Rebecca G. Anderson and Defendant Thomas A. Anderson, executed and delivered a Mortgage in favor of Mortgage Electronic Registration Systems, Inc. as nominee for HomeBridge Financial Services, Inc., dated March 30, 2016 and recorded in the Androscoggin County Registry of Deeds in Book 9335 at Page 98 securing the property located at 17 Grandview Street, Lisbon, ME, 04250 (the “Mortgage”). *See Exhibit C.*
12. Said Mortgage was from Mortgage Electronic Registration Systems, Inc. as nominee for HomeBridge Financial Services, Inc. assigned to HomeBridge Financial Services, Inc. by an Assignment of Mortgage, dated August 1, 2018 and recorded on August 8, 2018 in Book 9904 at Page 210 of the Androscoggin County Registry of Deeds. *See Exhibit D1.*

13. Said Mortgage was assigned from HomeBridge Financial Services, Inc. to Plaintiff by an Assignment of Mortgage, dated January 25, 2019 and recorded on April 18, 2019 in Book 10064 at Page 322 of the Androscoggin County Registry of Deeds. *See Exhibit D2.*
14. Plaintiff, directly or through its agent, is in possession of the original Note, Mortgage and any assignments.
15. Plaintiff is the party entitled to collect the debt evidenced by said Note and is the party entitled to enforce the Mortgage, and has the right to foreclose the Mortgage.
16. Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson is presently in default of the Note, having failed to make the monthly payment due February 1, 2018, and having failed to make all payments due thereafter. As a result thereof, Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson has breached a condition of the Mortgage.
17. In compliance with the Note and Mortgage and/or 14 M.R.S.A. § 6111, on or about September 6, 2018, Plaintiff sent a Notice of Default to the mortgagor and any co-signor against whom the mortgagee is enforcing the obligation secured by the mortgage, by certified mail, return receipt requested and/or by regular mail, postage prepaid (herein after referred to as the “Demand Letter”). *See Exhibit E.*
18. Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson and Defendant Thomas A. Anderson, have failed to cure the default prior to the expiration of the Demand Letter. In accordance with the Note and the Mortgage, Plaintiff has declared the entire principal amount

outstanding, accrued interest thereon, and all other sums due under the Note and Mortgage to be presently due and payable.

19. The total unpaid principal balance owed under the Note and Mortgage as of April 30, 2019 is \$225,112.08 plus interest, late charges, expenses and reasonable attorney's fees and costs.
20. Plaintiff anticipates that additional disbursements will be made for attorney's fees and other services rendered during the foreclosure and sale.
21. Upon information and belief, Defendant Thomas A. Anderson is presently in possession of the subject property originally secured by the Mortgage.

COUNT I-REFORMATION OF DEED AND MORTGAGE

22. The Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, repeats and re-alleges paragraphs 1 through 21 as if fully set forth herein.
23. The Conveying Deed, described in above paragraph six and the subject Mortgage, described in above paragraph eleven, attach an Exhibit A Legal Description, purporting to describe the encumbered Premises (hereinafter "Original Legal Description").
24. Upon information and belief, said descriptions inadvertently misstates and omits certain necessary directional calls stating "...N 61° 7 W 370.0 feet....".
25. Upon information and belief, it was at all relevant times the intent of all parties for the legal descriptions to read "...N 61° 17 W 370.0 feet....".

Wherefore:

- a. Determine that the incorrect references and omissions contained in the Legal Descriptions were done so through inadvertent error;

- b. Determine that due to such inadvertent errors, the conveying Deed and subject Mortgage are to be reformed to correct said errors, to strike out the reference of "...N 61° 7 W 370.0 feet...." and substituting thereof "...N 61° 17 W 370.0 feet....";
- c. Order that, upon the finding of such inadvertent error, the conveying Deed and subject Mortgage be and thereby are, reformed; and
- d. Grant such other and further relief as the Court may determine proper.

COUNT II – FORECLOSURE

26. The Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, repeats and re-alleges paragraphs 1 through 25 as if fully set forth herein.
27. This is an action for foreclosure and title to real estate located at 17 Grandview Street, Lisbon, Maine, 04250, County of Androscoggin, and State of Maine. *See Exhibit A.*
28. The Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, is the holder of the Note pursuant to endorsement by the previous holder and physical possession of the Note. As such, Plaintiff has the right to foreclosure upon the subject property.
29. NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing is the current owner and investor of the Mortgage and Note.
30. Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson is presently in default on said Mortgage and Note, having failed to make the monthly payment due February 1, 2018. As a result, Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson has breached the condition of the Mortgage and Note.

31. The total unpaid principal balance owed under the Note and Mortgage as of April 30, 2019 is \$225,112.08 plus interest, late charges, expenses and reasonable attorney's fees and costs.
32. The record established through the Androscoggin County Registry of Deeds indicates that there are no public utility easements recorded subsequent to the Mortgage and prior to the commencement of these proceedings affecting the mortgaged premises at issue herein.
33. By virtue of Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson's breach of condition, the Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, hereby demands a foreclosure on said real estate.
34. Notice in conformity with 14 M.R.S.A. §6111 was sent to Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson and Defendant Thomas A. Anderson on September 6, 2018 as evidenced by the Certificate of Mailing. *See Exhibit F.*
35. Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson and Defendant Thomas A. Anderson are not in the Military as evidenced by the attached Exhibit G.

COUNT III – UNJUST ENRICHMENT

36. The Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing repeats and re-alleges paragraphs 1 through 35 as if fully set forth herein.

37. Mortgage Electronic Registration Systems, Inc. as nominee for HomeBridge Financial Services, Inc., predecessor-in-interest to NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, loaned the late Rebecca G. Anderson,

\$232,707.00. *See Exhibit B.*

38. Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. has failed to repay the loan obligation pursuant to the terms of the Note and Mortgage.

39. As a result, Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson and Defendant Thomas A. Anderson have been unjustly enriched to the detriment of the Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, as successor-in-interest to Mortgage Electronic Registration Systems, Inc. as nominee for HomeBridge Financial Services, Inc. by having received the benefits described above without repayment pursuant to the terms of the Note and Mortgage.

40. As such, the Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, is entitled to relief

PRAYERS FOR RELIEF

WHEREFORE, Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, prays this Honorable Court:

Find that Defendants entered into a contract for a sum certain in exchange for a security interest in the subject property.

- a. Determine that there has been a breach of condition of the Mortgage;

- b. Find that Plaintiff, NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing, is entitled to enforce the terms and conditions of the Note and Mortgage;
- c. Determine the amounts due under the Note and secured by the Mortgage, including principal, interest, reasonable attorney's fees, court costs and other expenses;
- d. Find that Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson is liable for any deficiency balance remaining due to Plaintiff after the sale of the mortgaged real estate and application of the proceeds of sale (this prayer is void for any Defendant that did not execute the Note or Guaranty and for any Defendant who has been granted discharge in bankruptcy);
- e. Issue a Judgment of Foreclosure and Sale in conformity with Title 14, M.R.S. § 6322;
- f. Order exclusive possession of the real estate to Plaintiff upon the expiration of the statutory ninety (90) day period of redemption and direct the clerk to issue a Writ of Possession at the request of Plaintiff;
- g. Find that by virtue of the Note and Mortgage, Defendant Benjamin Campo, Esq., Special Administrator of the Estate of Rebecca G. Anderson and Defendant Thomas A. Anderson have been unjustly enriched at the Plaintiff's expense; and

h. Order such other and further relief as this Honorable Court deems just and proper.

Respectfully submitted,

NewRez LLC, F/K/A New Penn Financial, LLC,
D/B/A Shellpoint Mortgage Servicing

By its Attorneys,
BENDETT & MCHUGH, P.C.

Dated: May 31, 2019

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